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by some system of graduation of the amount assured, so as to tally with the increase of immediate risk attending the fact of the ages being older." Accordingly, he gives a table of the amounts to be insured at various ages. The above reasoning, however, appears to be erroneous, inasmuch as it is independent of the *relative* numbers insured at the various ages. If the number of persons insuring at the age of 60 were equal to those insuring at 30, I have no hesitation in saying, that the Office might safely retain a *larger* sum at risk on the old lives than on the young.

With regard to the so-called "moral" expectation, mentioned by Mr. Scratchley above, I have to confess that I am unable to see that the theories on this subject are of the least practical utility. I have preferred, throughout this paper, to treat the various questions considered independently of those theories; and I trust that my conclusions will be found none the less satisfactory on this account.

I have now only to remark, in conclusion, that I am well aware that my subject is far from exhausted by the preceding remarks, and that much remains to be done to complete the mathematical part of the inquiry. I trust, however, that this attempt to elucidate some questions hitherto very little discussed, will be found of some practical utility to those engaged in the management of Life Insurance Societies.

General Average. By RICHARD MORRISON.

(Continued from page 361, vol. xii.)

IN considering the various expenses, or, as some writers term them, expenditures, that are the results of a general average act, the same test must be applied as in the case of sacrifices. Were they had recourse to as being, in the exercise of sound judgment and prudence, indispensably necessary for procuring the safety of all concerned in the adventure? Might the act from which they proceeded be the means of arresting any course of events which, if allowed to take their full scope, would terminate in the destruction of the vessel and the consequent loss of the freight and cargo? It is true human judgment is likely to err under these, as in other circumstances of like nature, and expenses may be incurred needlessly, for the ultimate consequences of an act cannot be always perceived; but if the end proposed will admit of no other course by which the vessel and the property in her may be preserved at

the time, and if the measures resorted to are such as would not be employed in the ordinary prosecution of the voyage, there is reason for admitting such as a lawful subject of contribution. When common sense is exercised, and the circumstances are regarded comprehensively and clearly, the results are generally found to justify the means adopted in cases of danger needing prompt action.

Although in most works on average much attention has been devoted to the subject of jettison, and sacrifices generally, as being the most ancient sources of contribution, undoubtedly the more important act is comprehended in the term *expenses*. It is by far the most common, considering the many general average acts which take place. Many distinctions might be drawn between the two. Generally the jettison of a comparatively small portion of the cargo suffices to relieve the vessel; or a sacrifice of part of the ship's furniture can be sometimes replaced at once, as vessels are usually supplied with two or three sets of sails and extra spars, to be substituted for those which may be lost or cut away. In such a case the act is attended by the actual loss of the property sacrificed; it could be replaced at the market value when the vessel arrives at her destination, so that under ordinary circumstances no great pecuniary loss interferes immediately with the prosecution of the voyage. But with expenses the case may be very different; for if a ship, by being disabled by a tempest, or through springing a leak, is compelled to put into an intermediate port for repairs, much money may be expended, and great difficulty experienced in raising funds to defray the charges incurred. Under such circumstances the actual pecuniary loss may be considerably augmented by the high rate of interest for the advance of money, by commissions, or by the loss by sale of part of the cargo to pay the expenses; all of which are chargeable *pro rata* to the interests benefited thereby. And when high percentages are thus charged, or the cargo sold does not realize even its prime cost, owing to the intermediate port not offering the advantage of a market for the merchandize disposed of, it will be evident that although both sacrifices and expenditures for the common benefit are rightly denominated subjects of general average, the positive loss in many instances admits of some distinction. With loss by sacrifice the act and its consequences can be estimated with tolerable accuracy when the interests become dissociated; whilst with expenditures, if we regard contingencies, it cannot be foreseen, when a ship enters a port, what charges may have to be incurred before she again pro-

ceeds on her voyage, nor what difficulty may be experienced in raising money to meet the disbursements, by which additional loss may be incurred by all parties concerned. It is quite true the act of jettison or sacrifice might happen before the ship is compelled to bear up to repair damage—the one might necessitate the other—in which case equal loss would be entailed upon all parties; but the two not being necessarily associated, and being most frequently distinct from each other, these remarks apply to them as specified. It is true also that the act of jettison is sometimes attended by another loss, and that the sacrifice of spars, &c., may occasion other damage; but as a difference of opinion exists as to the propriety of allowing these as general average, we have here considered the act according to the present “practice of Lloyd’s.”*

There is likewise a most important difference between the two great features of general average. When an *expense* is not allowed as a subject for contribution, it can be recovered from either the owner of the cargo or the freight, or it falls upon the shipowner as such; but a *loss* or *sacrifice*, whether pertaining to ship, freight, or cargo, if it be not recoverable as general average, falls on the interest to which it applies, or its representatives as insurers, exclusively. This gives rise to many disputes and complications, for opinions frequently differ, as to the propriety of charging the sums which are disbursed, professedly for the general benefit, but which, upon close examination, are found to apply specifically to one or the other of the interests conjoined.

At the beginning of the present century it was held by the common law, as far as such cases came under its consideration, that *all* the charges incurred by a vessel which put into a port in

* In support of the above a case is subjoined as an illustration:—A Spanish ship from Manilla to Liverpool put into St. Helena, being in a leaky condition, and for repairs generally. No previous general average act had taken place. The cargo was, by order of surveyors, gradually discharged; and when they had ascertained the full extent of the damage, she was condemned as unseaworthy and sold. The agents required large sums of money from time to time, to meet the expenses of ship and cargo. Their claim for advances exceeded £7,800; and the master, after vainly endeavouring to raise money by hypothecation of the cargo to be shipped to its destination in another vessel, sold part of it at auction for £6,500. The enormous sum advanced was partly made up of £1,800 for warehouse rent of the cargo; £450 was charged as commission for trouble and taking care of the cargo, £1,000 for landing, add £1,000 for reshipping it. The total amount of the agents' charge at St. Helena (including the above), apart from the other expenses for which they advanced money, was £4,800! When the statement was adjusted in England, about £2,200 was apportioned as general average, so that a large proportion of the charges fell on the cargo and freight. And as the contributory values were as follows—ship £895 (what she sold for), freight £2,473, and cargo £21,027—it will be seen how little the ship (the condition of which caused the act entailing the expenses) had to pay, in comparison with the other interests. This is an extreme case, but it illustrates the principle stated, and is but one out of a great number that occur in the course of the year.

distress, should be made good by a general contribution ; and the foreign laws were to the same effect. Gradually, however, the questions which arose concerning these expenses were more fully considered, and opinions were expressed that some of them were not matters of general average, as they were not incurred expressly for the common benefit. It was said that if the cargo was specially benefited or preserved by them, such expenses should fall upon the owners of it ; and those disbursements which were made in order that the vessel might continue her voyage (such as outward charges from a port of refuge), should be chargeable to the owners of the freight, as they were held to be for its special advantage. It has been likewise held, that when a vessel puts into a port merely in consequence of contrary winds, the expenses incurred at that time are to fall exclusively upon the shipowner.

The chief expense of a general average act necessitating recompense, and to which, it has been said, all such acts are in principle analogous, is salvage. It must be remembered that when this term is used with reference to nautical affairs, it signifies the act of saving rather than the property saved : an allowance or compensation for exertions made to save the ship from danger, arising from the sea, fire, or pirates. It is seldom that it is employed in the other sense. Where the word "services" is affixed, the distinction is at once indicated.

The most frequent case of salvage arises from a vessel becoming disabled through the violence of the winds and sea, and requiring to put into a port of refuge to repair or refit. Where it is practicable, the aid of a steamer is obtained to tow her ; and where that is not at hand, fishing boats are employed if met with. Sometimes men from the shore are taken on board to pump if the vessel be leaky, or to assist in working the ship if the crew have become exhausted. As a necessary consequence of bearing up for a port, pilotage in, and port and harbour dues, have to be paid. They are charged as general average.

It sometimes occurs that the master is disinclined to adopt measures so necessary for the preservation of the interests endangered, as the salvors are apt to magnify the danger of the coast, that they may demand of him large sums for their services ; requiring him, perhaps, to sign an agreement before they board the vessel. A prudent man in such a case stipulates that the claim shall be referred to proper adjudicators, and both parties bind themselves to adhere to their arbitration. Disputes frequently arise which arbitrators cannot settle, but which are ulti-

mately decided by the courts of law appointed for such purposes; whilst the number of the cases under consideration afford ample proof of salvage services being fruitful causes of general average contribution. Assistance is generally needed where vessels accidentally get aground; which may arise either from ignorance of the coast on the part of the master, or from the prevalence of thick foggy weather, such as is so often experienced in the Baltic trade, even during the summer months.

It has been previously stated that under certain circumstances vessels may be compelled to slip from their anchors, which act entails a loss to be made good in general average. It frequently gives rise to another proceeding—one which is a common source of claim for salvage services. If the anchor and cable be sacrificed to avoid being driven on shore or to avoid a collision, and the vessel should run for the nearest port, the services of fishing boats or other craft are sometimes accepted in order to recover them. Although such efforts may not be attended with success, the services so rendered are allowed; as are the expenses of carrying off anchors and cables to supply the place of those sacrificed under similar circumstances, where the vessel cannot enter the harbour, from being either too deeply laden or from the violence of the wind and sea. If they should be picked up after others have been purchased and carried on board, they are usually sold by the agent of the vessel at that port, for the benefit of those concerned; and when the salvage expenses are paid, the net proceeds are deducted from the cost of the new ones.*

There is one expense for salvage services which possessed much interest to the last generation, but which has seldom been made of late years in connection with British shipping—viz., money paid to men-of-war or privateers for recapture from an enemy. In the time of George III. the salvage fixed by law was one-eighth of the value of the property to the king's ships and one-sixth to privateers. The rule in France at that time was to give a third of the value of the property saved to the recaptors. As in the event of war such services might again form subjects of contribution, the facts are mentioned incidentally.

* During the winter months the fishermen of the eastern and southern coasts of England obtain their chief maintenance from these services. It is of the highest importance that a ship should never be without a good anchor, often almost literally "the sailor's last hope"; and these men knowing its value, sometimes demand large sums (especially if the danger of boarding the ship be great), which in the end are settled only by arbitration or legal decision. From a report of the Lloyd's special agent at Deal, it appears that nine cases were referred to him after the gales of the 7th to 12th January of the present year. One was a claim for £250 for taking off an anchor and chain at midnight. It was subsequently reduced to £150.

The expenses which fall specifically on the cargo are warehouse rent, and all charges incurred either for its preservation or restoration. As the general average act does not cease till the cargo is in a place of safety, all the expenses of landing it, and carriage to that place, are general average.

To the freight are charged the expenses connected with the reshipment, such as labour, reloading and restowing the cargo, and all outward dues on the ship; also steamer where engaged to tow the vessel out to sea.

Notarial expenses are general, as are commissions for trouble and attendance while the ship is under average. All others are apportioned *pro ratâ*. Surveys are charged either to the ship or cargo, according to that on which it was held. The *first* survey, if it be for the purpose of ordering the discharge of the ship, to ascertain the extent of the damage or the necessity of repairs, is placed to the general column, as it pertains to the collective interests.

Mention was made at the commencement of this article, of the proceedings of the International General Average Congress, and of the rules framed, which were embodied in the "Draft of a Bill" as a basis for legislation. Although legislators and mercantile men generally will fully endorse the opinion expressed by one of the Presidents, "that it is most desirable, if practicable, that one uniform rule should prevail among maritime communities in a matter in which seafaring men are continually brought into collision with foreign laws," it is scarcely to be expected that the matter will be actively promoted. Those who are most interested in it, and who therefore ought to be looked to in the first instance in obtaining the desired end, are for the most part indifferent. Many of them protect themselves against the consequences of foreign usages which admit many charges as general average which we discard, by the insertion of clauses in the policies they take out, by which they obtain an indemnity for any charges for which they become liable by those usages. Most policies contain the following or similar written clauses:—"General average recoverable according to foreign statement if so paid by the assured." But it would be most desirable and equitable that insurers should not be the sufferers from anomalous practices, the burden of which, if felt solely by assured, might induce the latter to use every exertion to obtain an adjustment whereby many existing inconveniences might be obviated. The House of Commons generally includes a number of intelligent and active members of the wealthy class of merchants

and shipowners, who, doubtless, by their public and private influence, might obtain the support of those in office; for the only successful plan would be to make it a Government measure, according to the suggestion offered at the Congress in 1864.

In the year 1747 an attempt was made to procure an Act of Parliament for the benefit of the shipping interests. Leave was given to bring in the Bill, and a committee was appointed to prepare it; but the matter ended with that proceeding, for it never became law. The Act proposed differs materially from that of 1747. It refers entirely to the subject of general average; the other related almost exclusively to "the better regulating of assurances on ships, and on goods laden thereon;" and resembled, in some respects, the codes established in foreign countries.

Should the attempt be again made to legislate upon a question, which has, nevertheless, some affinity to it—both having the interests of the maritime communities as the object in view—it would be a matter of regret if, after the lapse of nearly 120 years, no better results were attained; particularly as the prejudice which existed in the one case does not apply to the other. When we consider how little was known respecting insurance and average at that time, that there were but two or three small works on marine law in use in England, and that since that period there have been most able digests and treatises written in comparatively large numbers; and when we consider the immense growth of commerce (especially of Great Britain and America), which has necessarily given rise to numerous cases which have been decided by *usage* or *law*—decisions which have gradually formed principles, not perhaps applicable to every case that may arise, but which suffice to influence most essentially the conduct of business; when we consider also that legislation, in the main, is the outgrowth and evidence of the enlightenment and prosperity of a nation; and further, that many nations have united to obtain a successful result; it may be thought that the time has come when endeavours should be made to procure uniformity of practice with regard to general average acts, and that the labours of those who have laid the foundation of the work should not become absolutely nugatory.

One of the disputed questions to which attention was directed, respects the damage done to the cargo by opening the ship's hatches to effect a jettison. A similar occurrence is the placing of part of the cargo on deck, which may be washed overboard or damaged, during the jettison of merchandize which it might be desirable to cast overboard in preference to that so placed, on account of its

weight, or from some other cause rendering its removal necessary. Now, it would seem that it could scarcely be questioned whether it ought to be allowed, or not. It would appear to be a part of the act of jettison in both instances, "as the accessory follows its principal" (Arnould). When a heavy sea is washing over the decks, it stands to reason that the hatches could not be opened to perform an act to benefit all concerned, without the water getting into the hold, and consequent damage occurring. It is necessary in the finest weather to have them caulked, and made water-tight by tarpaulins. The same reasoning applies to the case of goods placed on deck to get at others below: when the ship is rolling and lurching about, under some circumstances it would be almost impossible to prevent them from falling overboard, much less to keep them from getting damaged. All writers agree that such damage ought to be allowed as a claim for contribution; yet, in practice, it is not admitted. The reason of this will be more concisely and clearly given in the words of the Report to the Liverpool Chamber of Commerce, October, 1864:—"It is not held to be inadmissible in principle . . . but a nearer approximation to *practical* justice is attained by excluding it than by admitting it, seeing the temptations which it offers in many cases to fraud, and the ground that it furnishes in all to disputes." It then states that the exclusion "does not often run counter to actual equity"; for, generally, but little damage is sustained in that way; that if much water were likely to get down the hold, it would neutralize the object proposed by the jettison, and the hatches would not then be opened, but goods taken through the cabins and bulkheads; and that where the ship has been labouring much, it is hardly possible to distinguish between the damage caused by the water in the vessel and that which would wash into it. This is the substance of the argument, including one other reason, perhaps the most cogent of all; the importance of which is still more enhanced when we consider the knowledge of such facts, possessed by the gentleman who makes it.* "In practice, claims of this nature are made generally when goods are insured 'free of particular average,' and not when they are insured against all risks—a fact which by itself raises a presumption against the correctness or expediency of admitting such damage."

These observations do not quite agree with the preceding remarks; but the writer conceives that the two last-mentioned considerations explain the discrepancy, namely—the impossibility,

Mr. Rd. Lowndes, of Liverpool.

in many instances, of distinguishing between the two causes of damage; and the fact that claims *are sometimes* made for damage under the circumstances in question, which would not be the case without some evidence being submitted in proof, and that not merely inferential or supposititious. The reason suggested, that not much damage results, may arise from the frequency of the claim being made as *particular average*—which requires little other evidence than that it exists, as the insurer pays for the sea damage; and the argument that goods might be taken from the cabins would scarcely be admitted by nautical men, for the merchandize placed in that part of the ship (to get at which would be extremely difficult in almost every instance) would not be, in most cases, such as would be likely to relieve her, the dead weight being placed as much as possible below the water-line and in the centre of the vessel. Again, though it might not be possible during a jettison to prevent the water rushing into the hold, it would hardly rush down in such volumes as to neutralize the act; and even supposing it did so, it would have only a temporary effect; for the ship would be *lightened* as the water could be pumped out, and the desired object attained, which object was the speedy relief of the vessel.

Although it was finally decided to allow it as general average when the jettison was so allowed, we know of cases where adjustments so made were restated.

This case has been cited, from many which might be adduced, chiefly to show the discrepancy which exists—and which it is so difficult to remove—between *principle* and *practice*, as pertaining to general average losses.

The hatches may be opened for another purpose, namely, to extinguish a fire that has broken out amongst the cargo; which act might result in damage to other portions of the cargo not endangering the safety of the vessel. Or, damage may be done to both ship and cargo, when under such circumstances the decks are “scuttled”—*i.e.*, when holes are cut in them to let down water into the hold with the same object. Abroad this is allowed as a subject of general contribution, but in England it has been hitherto excluded, although the propriety of the rule has been frequently questioned. The same objections to its exclusion are thought not to exist, as in the previous case; and in effect, should it be allowed as general average in accordance with the rules adopted, the damage resulting from such an act would be more equitably adjusted than according to the existing practice.

But the subject on which the greatest difference of opinion has ever existed, has reference to the allowance of the wages and provisions of the crew of a vessel which has been compelled to put into an intermediate port for repairs, or from any other cause necessitating the entering a port of distress.*

The expense of repairing the vessel under such circumstances is by many countries allowed as general average. Without dwelling on the point, it may be stated that in England such repairs are always disallowed.

The wages and provisions are not treated as general average in this country. The reason assigned for their exclusion is, that the shipowner is bound by the terms of his contract with the proprietors of the cargo to keep his vessel well manned and provisioned till the voyage is completed and the contract at an end. From the very nature of the relation in which he stands to those parties, he must expect that such contingencies may arise, and that the crew will have to be maintained through all the circumstances of the voyage, of which the repairs at a port of refuge form a part. It is by no means such an uncommon event that a shipowner could expect to be entirely exempt from it; and the possibility of such delays protracting the voyage ought to be considered when he fixed the rate of freight to be charged.

In the United States the wages and provisions are invariably charged as general average, and on the continent they are usually admitted as such. But it is not merely whilst the vessel is in the port of refuge that the advocates for this rule seek its universal admission. They urge that it should obtain from the time when the ship, being in distress, alters her course to seek a port of safety, and until she has refitted and continues her voyage. This is the general practice adopted abroad. Formerly they attempted to include also unjust detention and embargo under the same rule, but these have never been allowed either in England or America.

The International Congress resolved to conform to foreign usage, and to allow these expenses as general average. It was represented, that "when a general average arises the shipowner is the only person who incurs pecuniary expenses and does not recover them; that this is a great grievance and a strong temptation to evade the practice of this country, which rejects those expenses." This, we believe, is accomplished, either by having the statement

* Concerning these, Sir Joseph Arnould observes—"There is hardly any point, even in the perplexed doctrine of general average, in which there is such a great diversity in the positive laws of mercantile states" (vol ii., p. 911).

made in some American port, should the ship be bound to one, or by insisting on the insertion of the "foreign clause." It has been said that the outward trade of this country is not less than half of the whole trade; consequently, that it is not unreasonable to hold that half the trade is, as regards general average, governed by foreign statements; for most merchants, as has been previously mentioned, insist upon their goods being insured with that clause, so that they may recover from their underwriters the full amount for which they become liable by the statement being adjusted at a foreign port. In consequence of this, insurers, by taking the risk, admit the crew's wages and provisions, not merely for the time during which the vessel is in the port of refuge (which is all they propose to allow), but from the time the ship bears up for that port, which in many cases is a material point. The words of the section are— . . . "from the time of entering such port until the ship shall have been made ready to proceed upon her voyage."

Although no doubt this is the correct view to take of the matter, if we regard the anomalies connected with it; it is, nevertheless, one which, according to some, admits of some show of reason on the other side. It is said by those who object to the allowance of these expenses, that the proprietors of perishable cargoes suffer by the delay, and that if the shipowner receives compensation for the crew's detention, they ought to claim for the deterioration. But then, if the ship were not repaired, on this reasoning the goods would, if perishable, soon become absolutely valueless; so that by the proceeding which enables her to continue the voyage they are directly benefited. This will appear evident in the case of a cargo of fruit, or grain which had become heated. And even in these extreme cases, if the condition of the cargo should be such, that any delay in the voyage would tend to its deterioration to any great extent, it would be sold at the port where the repairs were effected; and although a loss might, and most probably would, be the result, yet the act of reparation would be as much for the benefit of the cargo as for the ship; perhaps more so, for if she kept the sea and strove to reach her destination in her disabled condition, when she arrived there the cargo might no longer exist in specie. Besides, as the shipowner would not get the repairs allowed as general average, and as workmen's labour is charged at so much per day in many cases, the master would have every motive for using all reasonable dispatch in getting his vessel ready for sea. As also the owners would have to pay their proportion of the wages and maintenance of the crew, by which the profits of a par-

tially unsuccessful voyage would be still further lessened, it seems only just that the burden should be more equitably distributed than according to the practice hitherto adopted. This view of the matter will apply likewise to another objection—viz., that the allowance of these expenses would encourage long detention at ports of refuge.

A case of much importance is that of voluntary stranding, or the running a vessel on shore to escape a greater peril. Ought the repair of the damage to the ship that may be the result of such an act, or the damage done to the cargo, to be allowed as general average? Several countries of Europe and the United States admit it. The rule in England is not to allow it. Mr. Baily considers that the rule is good in the generality of cases, because the extent of the damage done by that act cannot be ascertained, and other damage must have existed previous to it, or it would not take place. But "where the facts are not disputed, it is inequitable, and might be overthrown by a legal decision." He quotes a remark of Chief Baron Pollock, "Do not exclude the truth where accessible, because you cannot always obtain it." Mr. Baily, whose work carries weight, both on account of his mode of treating the subject and the practical knowledge he possesses, is clearly against any alteration on the point; although he asserts that the defence of the rule "rests more on policy and expediency than on equity." He admits that cases might arise where the voluntary stranding might not be attended by loss or damage to the cargo, but necessarily to the ship; and supports this view by the case of a vessel run ashore to avoid capture, when the rule would be manifestly unjust; but considering the rareness of such occurrences where only the cargo is uninjured, it is expedient to adhere to the present practice.

Where the motive for running a ship on shore is to prevent her from foundering, it is not likely that the cargo will have escaped contact with water; for the presence of water in the hold is the cause of the act taking place. In such a case it would be practically impossible to distinguish between the two causes of damage.

Such is the gist of his reasoning; from which it appears that in principle it ought to be admitted, but from the complicated circumstances connected with the act, it ought to be excluded; and on account of the "endless disputes and practical injustice" which would result from any alteration.*

It appears to have been the opinion of the most eminent prac-

* See Baily, pp. 42, 75, 82.

tioners of the bar, about the beginning of the present century, that cases of voluntary stranding should be considered as subjects of general average contribution, where the ship was got off in a condition to prosecute her voyage; under which circumstances, "the *damage sustained*, and the expenses incurred, would be a partial loss of the nature of a general average." The question has, however, never been brought into our courts of law; and, indeed, it is seldom that such an occurrence takes place; for, as a high authority has said, unless there is some hope of the ship being saved, it is merely *saue qui peut*.

(*To be continued.*)

A Budget of Paradoxes. By PROFESSOR DE MORGAN.

(Continued from p. 301, vol. xii.)

No. XV. 1836—1839.

REFERRING to the hoax about Mr. Goulburn in No. XIV., Messrs. C. H. and Thompson Cooper have corrected an error, by stating that the election which gave rise to the hoax was that in which Messrs. Goulburn and Yates Peel defeated Lord Palmerston and Mr. Cavendish. They add that Mr. Gunning, the well-known Esquire Bedell of the University, attributed the hoax to the late Rev. R. Sheepshanks, to whom, they state, are also attributed certain clever fictitious biographies—of public men, as I understand it—which were palmed upon the editor of the *Cambridge Chronicle*, who never suspected their genuineness to the day of his death. Being in most confidential intercourse with Mr. Sheepshanks, both at the time and all the rest of his life (twenty-five years), and never having heard him allude to any such things—which were not in his line, though he had satirical power of quite another kind—I feel satisfied he had nothing to do with them. I may add that others, his nearest friends, and also members of his family, never heard him allude to these hoaxes as their author, and disbelieve his authorship as much as I do myself. I say this not as imputing any blame to the true author, such hoaxes being fair election jokes in all time, but merely to put the saddle off the wrong horse, and to give one more instance of the insecurity of imputed authorship. Had Mr. Sheepshanks ever told me that he had perpetrated the hoax, I should have had no hesitation in giving it to him. I consider all clever election squibs, free from bitterness and personal imputation, as giving the multitude good chan-